



ENT 4673812021 PG 1 of 9
 ANDREA ALLEN
 UTAH COUNTY RECORDER
 2021 Mar 11 11:31 pm FEE \$0.00 BY CS
 RECORDED FOR GENEVA NITROGEN LLC

When Recorded Return To:
 Mr. Steven Thompson
 Geneva Nitrogen, LLC
 224 S. Main Street, #155
 Springville, Utah 84663

With Copy To:
 Project Manager, Voluntary Cleanup Program Site ID #C036
 Utah Department of Environmental Quality
 Division of Environmental Response and Remediation
 P.O. Box 144840
 Salt Lake City, UT 84114-4840

Geneva Nitrogen
Parcel Number: 17:022:0006

ENVIRONMENTAL COVENANT

Pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Ann. Section 57-25- 101. et seq. (the "Utah Act"), Geneva Nitrogen, LLC, a Utah limited liability company, entity no. 4847804-0160, as grantor ("Grantor") makes and imposes this environmental covenant upon the Property more particularly described in Exhibit 1 (the "Property"). This environmental covenant shall run with the land, pursuant to and subject to the Utah Act.

1. Notice. Notice is hereby given that the Property is or may be contaminated with a contaminant as defined in Utah Code. § 19-8-102(5). This environmental covenant is imposed to mitigate the risk to public health, safety, and the environment.
2. Environmental Response Project. Geneva Nitrogen, LLC ("Geneva Nitrogen") conducted an environmental remediation project on the Property under the authority of the Utah Voluntary Cleanup Program, Title 19, Chapter 8 of the Utah Code, that is administered by the Utah Department of Environmental Quality ("UDEQ"), Division of Environmental Response and Remediation ("DERR"). The Property is part of the Voluntary Cleanup Program (VCP) Site named Geneva Nitrogen, assigned Site ID #C036, located in the Town of Vineyard, Utah County, Utah.

The following paragraphs summarize the remedial work performed at the Property:

Hexavalent chromium and volatile organic compounds ("VOCs") were reported in soils and groundwater on the Property at varying locations and concentrations exceeding the Remediation Goals ("RGs") for soils and Corrective Action Levels ("CALs") for groundwater ("Cleanup Levels"), as derived for the adjacent former Geneva Steel facility and adopted for use at Geneva Nitrogen for commercial/industrial land use. However, all concentrations at Geneva Nitrogen were within or below the management range for commercial-industrial land use. Light non-aqueous phase liquids ("LNAPL") containing high concentrations of benzene had been identified in the soil at and on the water table, but were removed during the corrective action.

A Corrective Action Plan was developed and implemented to remove soils impacted with LNAPL from an area within the former light oil storage area to a depth of two to three feet below the water table. The corrective action consisted of excavation and off-site disposal of impacted soils. Excavated soils were directly loaded into trucks for transportation and disposal at the Corrective Action Management Unit (“CAMU”) on the adjacent former Geneva Steel property. After excavation, visual and olfactory observations, as well as soil wash tests, indicated the LNAPL had been removed successfully. Soil samples were collected at the extents of the excavation to document concentrations of contaminants of concern remaining. Chemicals of concern were reported to remain in soils at a depth of 10-12 below ground surface at concentrations less than the Cleanup Levels, but within the range requiring management.

Previously, an Interim Corrective Action Plan was implemented to address soils impacted in the immediate vicinity of a hexavalent chromium storage shed. The soils were excavated and disposed of properly off site. Confirmation samples indicated some hexavalent chromium remained in soils. These concentrations are less than the Cleanup Levels, but within the range requiring management.

Land use limitations memorialized in this environmental covenant are intended to prevent exposure to these soils and groundwater, as well as mitigate potential vapor intrusion. Furthermore, a Site Management Plan (“SMP”), dated January 21, 2021, as may be amended from time to time, further specifies details required for the ongoing management of the site.

3. Grantor. Grantor is the Owner of the Property as defined in Paragraph 4, and a Holder as described in Paragraph 5 below.

4. Owner. An “Owner” of the Property is a person who controls, occupies, or holds an interest (other than this environmental covenant) in the Property at any given time. Because this environmental covenant runs with the land, the obligations of the Owner are transferred to assigns, successors-in-interest, including without limitation to future owners of an interest in fee simple, mortgagees, lenders, easement holders, lessees, and any other person or entity who acquires any interest whatsoever in the Property, or any portion thereof, whether or not any reference to this environmental covenant or its provisions are contained in the deed or other conveyance instrument, or other agreements by which such person or entity acquires its interest in the Property or any portion thereof (“Transferees”). Upon transfer of an Owner’s interest in the Property, the Transferee shall have all obligations as an Owner and the transferor (the prior Owner) shall have no further rights or obligations hereunder as an Owner. Notwithstanding the foregoing, nothing herein shall relieve an Owner during the time it holds an interest in the Property of its responsibilities to comply with the terms hereof and all other provisions of applicable law or of responsibility for its failure to comply during the time it held an interest in the Property.

5. Holder. Grantor, Geneva Nitrogen LLC is also grantee and “Holder” of this environmental covenant as defined in Sections 57-25-102(6), 103(1), 103(3)(b). Any Holder may enforce this environmental covenant. A Holder’s obligations hereunder are limited to the specific provisions and the limited purposes described herein. A Holder may be removed and

replaced through an amendment to this environmental covenant as described in paragraph 13. Subject to the provisions hereof, a Holder's rights and obligations survive the transfer of the Property.

6. Agency. The Utah Department of Environmental Quality is the Agency (as defined in the Utah Act) under this environmental covenant. The Agency may be referred to herein as the Agency or the UDEQ. The Agency may enforce this environmental covenant. The Agency assumes no affirmative duties through the execution of this environmental covenant.

7. Administrative Record. The Property is within a VCP Site. The VCP Site name is Geneva Nitrogen. The VCP Site ID number is C036. The Site is in the Town of Vineyard, Utah County, Utah. The administrative record for the Site is on file with the DERR ("Administrative Record").

8. Activity/ Use Limitations and Maintenance Requirements. As part of the environmental response project described above, the following activity and use limitations are imposed on the Property.

a. *Use Limitations*.

1. Land use at the Property is limited to commercial uses consistent with the industrial/commercial worker exposure scenario as described in the Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation, Parts A and B. The industrial/commercial worker exposure scenario is described as exposure to adults to incidental ingestion, inhalation, and dermal contact to hazardous constituents for a duration of 25 years at a frequency of 250 days/year for 8 hours/day. Uses that include managed care facilities, hospitals or any type of business that would require a caretaker to reside on the Property are not approved uses. Uses that would expose children to contaminants at the Property for extended periods of time (such as day care and school facilities) are also not approved. Residential uses are not approved.
2. Use of the shallow groundwater site wide is limited to environmental sampling only and shall not be used for drinking water, irrigation or bathing purposes. This restriction does not apply to deeper aquifers beneath the site.
3. Hexavalent Chromium Area: Development of the Hexavalent Chromium Area (as referenced in Exhibit 1 hereto and Figure 2 of the SMP) is subject to the specific management provisions noted in the SMP, currently found in Section 4.1.2, Hexavalent Chromium of the SMP.
4. Light Oil Storage Area: Development of the Light Oil Storage Area (as referenced in Exhibit 1 hereto and Figure 2 of the SMP) is subject to the specific management provisions noted in the SMP, including vapor intrusion

mitigation, currently found in Section 4.1.3, Light Oil Storage Area of the SMP.

- b. *Maintenance Requirements.* The Owner shall ensure that the integrity of the Hexavalent Chromium Area and the Light Oil Storage Area is maintained, as described in the SMP. The SMP is available in the Administrative Record.
- c. *Site Management Plan.* The Owner shall comply with the SMP dated January 21, 2021, as may be amended from time to time.

Among other requirements, the SMP requires:

1. Groundwater monitoring;
 2. Inspections and reports to the Agency;
 3. Agency approval of workplans involving disturbances and repairs that impact soils and/or vapor mitigation controls, particularly in the Hexavalent Chromium and Light Oil Storage Areas;
 4. Sampling and management of soil and/or groundwater generated during future development;
 5. Vapor mitigation or further evaluation of soil vapors for any occupied structure constructed within the Light Oil Storage Area;
 6. Evaluating and managing potential soil and groundwater impacts during concrete removal and soil disturbance in and around concrete foundations within the Light Oil Storage Area, including the former tunnel;
 7. Worker notification and health and safety requirements; and
 8. Development and implementation of contingency measures if unforeseen events or contamination are encountered particularly outside or beyond the predefined management areas.
9. Compliance Enforcement. This environmental covenant may be enforced pursuant to the Utah Act. Failure to timely enforce compliance with this environmental covenant or the activity and use limitations contained herein shall not bar subsequent enforcement, and shall not be deemed a waiver of a right to take subsequent action to enforce compliance. Nothing in this environmental covenant shall restrict the Agency from exercising any authority under applicable law. If the Property is not used and maintained in material compliance with Paragraph 8 entitled "Activity/Use Limitations and Maintenance Requirements," such noncompliance shall constitute a change of use possibly subjecting the Property, Owner, Transferee and Grantor to additional remedies and/or actions.

10. Rights of Access. The right of ingress, egress, and access to the Property is permanently granted to the Agency and the Holder(s) and their respective contractors for any necessary implementation and enforcement of this environmental covenant.

11. Notice upon Conveyance. Owner shall notify the Agency and Holder(s) within twenty (20) days after each conveyance of ownership of all or any portion of the Property. Owner's notice to the Agency and Holder(s) shall include the name, address and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the Property being transferred. Instruments that convey any interest in the Property (fee, leasehold, easement, encumbrance, etc.) shall include a notification to the person or entity who acquires the interest that the Property is subject to this environmental covenant and shall identify the date, entry no., book and page number at which this document is recorded in the records of the Utah County Recorder, in the State of Utah. Failure to provide notification shall have no effect upon the enforceability and duty to comply with this environmental covenant.

12. Representations and Warranties. Grantor hereby represents and warrants to the other signatories hereto:

- a. that it is the sole fee simple owner of the Property;
- b. that it has the power and authority to enter into this environmental covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- c. that it has identified all other persons that own an interest in or hold an encumbrance on the Property, has notified such persons of its intention to enter into this environmental covenant; and,
- d. that this environmental covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which it is a party or by which it may be bound or affected.

13. Amendment or Termination. This environmental covenant may be amended or terminated pursuant to the Utah Act.

14. Effective Date, Severability and Governing Law. The effective date of this environmental covenant shall be the date upon which the fully executed environmental covenant has been recorded as a document of record for the Property with the Utah County Recorder. If any provision of this environmental covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Utah.

15. Recordation and Distribution of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this environmental covenant, Grantor shall file this environmental covenant for recording in the same manner as a deed to the Property with the Utah

County Recorder's Office. Grantor shall distribute a file-and-date stamped copy of the recorded environmental covenant to the Agency.

16. Reimbursement of UDEQ's Costs; Reimbursement of Holder's Enforcement Costs. Owner and/or Holders shall reimburse UDEQ for technical reviews, inspections and other actions contemplated in this Environmental Covenant, performed by UDEQ pursuant to the enforcement of this Environmental Covenant or performed at the request of the Owner and/or Holders. Costs may be invoiced based on actual costs incurred by Agency or on the fee schedule approved by the legislature, or both, as applicable.

17. Notice. Unless otherwise notified in writing by or on behalf of the pertinent party any document or communication required by this environmental covenant shall be submitted to:

If to the UDEQ:

Project Manager, Voluntary Cleanup Program Site ID C036
Division of Environmental Response and Remediation
UDEQ
P.O. Box 144840
Salt Lake City, Utah 84114-4840

If to Geneva Nitrogen LLC

Steve Thompson
President
Geneva Nitrogen LLC
224 S. Main Street, #155
Springville, Utah 84663

18. Governmental Immunity. In executing this covenant, the Agency does not waive governmental immunity afforded by law. The Grantor, Owner, and Holder, for themselves and their successors, assigns, and Transferees, hereby fully and irrevocably release and covenant not to sue the State of Utah, its agencies, successors, departments, agents, and employees ("State") from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this environmental covenant except for an action to amend or terminate the environmental covenant pursuant to Sections 57-25-109 and 57-25-110 of the Utah Code Ann. or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (i) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101, et seq. or (ii) individual liability for actions not covered by the Governmental Immunity Act as indicated in Sections 63G-7-202 and 902 of the Governmental Immunity Act, as determined in a court of law.

Geneva Nitrogen LLC

as Grantor, Owner and Holder



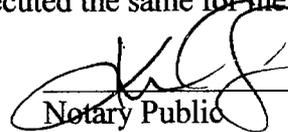
Steven Thompson, President

3-5-21

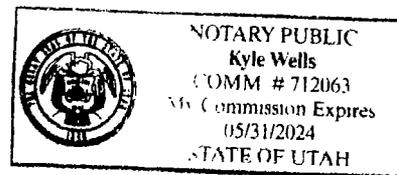
Date

State of Utah)
): ss.
County of Utah)

On this 5 day MARCH, 2021 appeared before me, Steven Thompson, President, of Geneva Nitrogen LLC, Grantor, Owner and Holder, herein, who, his identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of Geneva Nitrogen, LLC has authorized him to execute the foregoing environmental covenant, and did duly acknowledge in my presence having executed the same for the purposes stated therein.



Notary Public



UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

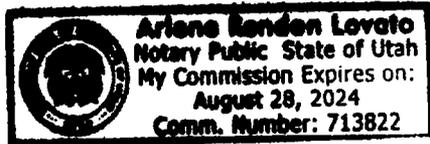
The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing environmental covenant pursuant to Utah Code Ann. Sections 57-25-102(2) and 57-25-104(1)(e).

Brent H. Everett
Brent H. Everett, Director
Division of Environmental Response and Remediation
Utah Department of Environmental Quality

3/10/2021
Date

State of Utah)
): ss.
County of Salt Lake)

On this 10th day March, 2021 appeared before me, Brent H. Everett, an authorized representative of the Utah Department of Environmental Quality, personally known to me, or whose identity has been satisfactorily established to me, who acknowledged to me that he executed the same for the purposes stated therein.



Arlene Rendon Lovato
Notary Public

Exhibit 1

(Legal Descriptions of the Property, Hexavalent Chromium and Light Oil Storage Areas)

Geneva Nitrogen Property

Parcel Serial Number: 17:022:0006

Legal Description: COM S 424.05 FT & W 883.28 FT FR E1/4 COR SEC 5, T6S, R2E, SLM; S 7 DEG 46'32"E 2796.57 FT; S 82 DEG 30'21"W 147.14 FT; N 7 DEG 57'36"W 35.24 FT; S 82 DEG 13'39"W 108.33 FT; N 11 DEG 59'48"W 25.69 FT; N 14 DEG 56'37"W 283.94 FT; S 83 DEG 36'20"W 29.09 FT; N 20 DEG 34'54"W 280.71 FT; N 14 DEG 56'19"W 1448.27 FT; N 8 DEG 15'56"W 136.96 FT; N 7 DEG 27'14"W 69.61 FT; N 82 DEG 14'36"E 53.65 FT; N 3 DEG 18'46"W 106.60 FT; N 10 DEG 55'05"E 92.03 FT; N 25 DEG 14'35"E 120.70 FT; N 40 DEG 54'42"E 377.48 FT; N 86 DEG 07'56"E 125.13 FT TO BEG. AREA 27.36 ACRES.

The following areas have special use restrictions as detailed in this Environmental Covenant and the Site Management Plan.

Hexavalent Chromium Area

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT THAT IS S.0°52'30"E. ALONG THE SECTION LINE 1913.928' AND WEST 886.512' FROM THE EAST ¼ CORNER OF SAID SECTION 5; THENCE S.8°08'01"E. 20.370'; THENCE S.82°03'41"W. 30.316'; THENCE N.9°17'06"W. 20.360'; THENCE N.82°01'56"E. 30.725' TO THE POINT OF BEGINNING.
CONTAINS 625.4 SQ FT OR 0.01 ACRES OF LAND.

Light Oil Storage Area

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT THAT IS S.0°52'30"E. ALONG THE SECTION LINE 2074.223' AND WEST 884.979' FROM THE EAST ¼ CORNER OF SAID SECTION 5; THENCE S.7°48'02"E. 297.269'; THENCE S.81°52'51"W. 221.155' TO THE DEED LINE OF THAT PARCEL DESCRIBED IN A WARRANTY DEED, ENTRY #87671-2000 FILED WITH THE UTAH COUNTY RECORDER; THENCE N.14°56'19"W. ALONG SAID DEED LINE 299.383' THENCE N.81°52'51"E. 258.357' TO THE POINT OF BEGINNING.
CONTAINS 71,271.0 SQ FT OR 1.64 ACRES OF LAND.